

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

STARLITE AVIATION OPERATIONS  
LTD., an Irish corporation,

Case No. 3:15-cv-00497-HZ

Plaintiff,

v.

TEMPORARY RESTRAINING ORDER  
AND ORDER TO SHOW CAUSE RE:  
PRELIMINARY INJUNCTION

ERICKSON INCORPORATED, an Oregon  
corporation; and ERICKSON  
HELICOPTERS, INC. f/k/a EVERGREEN  
HELICOPTERS, INC., an Oregon  
corporation,

Defendants.

TO: DEFENDANTS Erickson Incorporated and Erickson Helicopters, Inc., f/k/a Evergreen  
Helicopters, Inc.:

YOU (AND EACH OF YOU) ARE HEREBY ORDERED TO SHOW CAUSE at 10:00  
a.m. on April 30, 2015, or as soon thereafter as counsel may be heard in the courtroom of the  
Hon. Marco A. Hernandez, located at Mark O. Hatfield U.S. Courthouse, 1000 SW Third Ave.,  
Courtroom 14B, why you, your officers, agents, servants, employees and attorneys and those in  
active concert or participation with you or them, should not be preliminarily restrained and  
enjoined pending trial in this action, pursuant to Rule 65(a) of the Federal Rules of Civil  
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PRELIMINARY INJUNCTION

Procedure, from: terminating the parties' Aircraft Services Agreement dated July 18, 2011 (the "Agreement") and from taking any further steps to implement such termination.

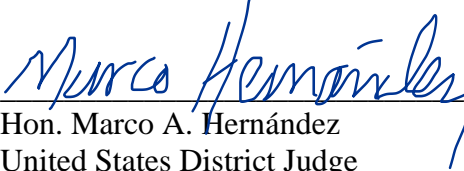
PENDING HEARING and determination of the above Order to Show Cause for a preliminary injunction, you, your officers, agents, servants, employees and attorneys and all those in active concert or participation with you or them ARE HEREBY RESTRAINED AND ENJOINED, pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, from: terminating the parties' Aircraft Services Agreement dated July 18, 2011 (the "Agreement") and from taking any further steps to implement such termination, including but not limited to soliciting the employment of Starlite's maintenance engineers and notifying pilots, flight managers and maintenance engineers assigned to plaintiff's aircraft that the Agreement and their tours of duty, are coming to an end. This temporary restraining order is issued to preserve the status quo and prevent the irreparable harm that plaintiff has shown would result to its reputation, business and ability to compete if defendants' notice of termination of the Agreement dated April 7, 2015, which plaintiff's evidence has shown as a preliminary matter to be groundless, were permitted to take effect on April 18, 2015 as it provides, and if defendants were permitted to take steps to implement the termination by replacing plaintiff's aircraft and personnel with defendants' own. Plaintiff has further demonstrated, as a preliminary matter, that the balance of equities tips in its favor and that a restraining order is in the public interest. This temporary restraining order shall expire 14 days from the effective date hereof, unless before that time the Court, for good cause, extends it for a like period or defendants consent to a longer extension.

The above temporary restraining order is effective immediately. The court is not requiring an undertaking, because defendants are already in possession of substantial funds, exceeding \$4 million, owed to plaintiff under the Agreement at issue for the months of January

and February 2015, and because plaintiff will render another monthly invoice for March 2015 at or around the time defendants are to pay the January invoice, the monies defendants owe to plaintiff on a rolling basis will stand as adequate security in the event defendants shall be found to have been wrongfully enjoined or restrained, provided that defendants shall not, without further order of the Court, withhold payment of any such invoices that defendant would otherwise make in the ordinary course of business.

IT IS SO ORDERED.

DATED: April 16, 2015

  
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Hon. Marco A. Hernández  
United States District Judge